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TO/PCT Rec'd 03 APR 2000

**Translation of the Notarial deed of March 10, 1999**

Herewith, I confirm that the following is a correct and true translation of the Notarial deed of  
March 10, 1999

Regensburg, March 10, 2000

H. Graf, Patentanwalt

Reference no.: 824

## Notarial deed

The following parties:

Dr. Sarolf Sauer, born on the twenty-ninth of May, nineteen-hundred forty-one (29/5/1941), employee 1130 Vienna, Lainzerstraße 64, who confirmed the above date of birth with the passport no. U 0752056 issued by the national police headquarters in Vienna on 30 April 1990,

Mr. Christian Klepsch, born on the eighteenth of September nineteen-hundred forty-three (18/9/1943), free-lance artist, 5201 Seekirchen, Koppeltorstraße 8, who confirmed the above date of birth with the passport no. 3536013793 issued by the general consulate of the Federal Republic of Germany in Salzburg on 26 April 1990, and

Dr. Ludwig Müller, born on the sixteenth of April nineteen-hundred thirty-four (6/4/1934), pharmacist in retirement, 4812 Pinsdorf, Kaiserweg 2, who confirmed the above date of birth with the personal identification card no. 4904224 issued by the district commissioner's office of Gmunden on 19 October 1989, and acting as business manager of the SAUER & KLEPSCH GLAS-CONSTRUCTION Gesellschaft m.b.H. with headquarters in St. Wolfgang im Salzkammergut, business address 5351 Aigen-Voglhut, Weinbach 14 and registered under FN 164968v in the business register of the regional court of Wels,

appeared before me, Dr. Gernot Rönfeld, notary public in St. Gilgen, today, the tenth day of March nineteen-hundred ninety-nine (10/3/1999) in the notary's office in St. Gilgen, Pöllingerstraße 23, and entered upon and concluded the following agreement in the presence of myself, the notary.

## Agreement

## One

### Subject of agreement

On suspensive condition with the entry of the changes to the company contract in the above-mentioned business register (protocol, reference no. 823 of the above-named notary) and with the transfer of the shares of Christine Klepsch in the above-named business, and accordingly the capital contribution of two hundred thousand shillings (200,000.00 S) to Dr. Ludwig Müller, Dr. Sarolf Sauer and Christian Klepsch hereby sell and transfer to the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. the patent applications DE 196.21552.8, 197.19697.7, 197.28682.8, 197.32461.4, 197.32462.2, 197.40160.0, 197.40163.5, 197.44876.3, as well as the PCT applications PCT/EP 98/033-49 and PCT/EP 98/033-48 (hereafter referred to as the "patent applications"), in addition to the related rights and obligations and the corresponding know-how. The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. accepts the transfer. Dr. Sarolf Sauer and Christian Klepsch hereby approve, on suspensive condition with fulfillment of the above-named condition, the transfer of the patent applications to the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. and obligate themselves to surrender all documents and to provide all signatures required for the transfer.

## Two

### Surrender of documents

Christian Klepsch obligates himself, after fulfillment of the suspensive condition of the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. to surrender all written documents, including know-how, test reports and samples that are related to the inventions of the subject matter of the agreement. Christian Klepsch will make an effort to realize the technical usefulness of these inventions.

## Three

### Consideration and withdrawal of partners

The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. shall pay as a consideration for the transfer of the patent applications one shilling (1.00 S) to each of the sellers.

Dr. Sarolf Sauer and Margarita Sauer, M.A. are obligated as partners to withdraw from the company after fulfillment of the conditions state below.

The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. as well as Christian Klepsch and Dr. Ludwig Müller, the latter also personally, obligate themselves to do everything in their power to fulfill the conditions as quickly as possible. As soon as funds of the company accrue, these funds will be used firstly in such a way as to enable the lump-sum repayment of the loan with the Oberbank of Vienna based on the loan contract of 24 April 1998 for the amount of six million shillings (6,000,000.00 S), with a current outstanding balance of approximately four million six hundred thousand shillings (4,600,000.00 S), in order to relieve Dr. Sarolf Sauer from the personal liability assumed by him for this loan obligation.

Thereupon these funds are to be used secondly for payment of seven-hundred fifty thousand (750,000.00 S) to the S. SAUER Management Consultants Gesellschaft m.b.H. The company also shall assume the attorney's fees personally incurred by Dr. Sarolf Sauer for the amount of up to one hundred thousand shillings (100,000.00 S).

Four

Guarantee

Dr. Sarolf Sauer assumes no liability for the technical usefulness of the inventions based on the patent applications. Christian Klepsch is liable for the use of these inventions for the manufacture of glass bead connectors and other glass bead products, glass foils and glass foil connectors.

Dr. Sarolf Sauer and Christian Klepsch each assure individually that they are not aware of defects in title concerning the patent applications or defects in quality concerning the inventions.

Five

Noncontestability agreement

Christian Klepsch obligates himself not to oppose the patent applications with his own patents already granted, not to contest the patent applications and not to support third parties in contesting the patent applications.

## Six

## Secrecy

Christian Klepsch and Dr. Sarolf Sauer obligate themselves, after signing this agreement, to keep their knowledge secret from third parties and to maintain this secrecy as long as the know-how is secret and of significance.

## Seven

## Costs

The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. assumes beginning 1 December 1998 all fees and patent costs that have arisen and that will arise in connection with the patent applications.

The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. is obligated to transfer to Dr. Sarolf Sauer the patent application fees and patent attorney's fees paid by him for the amount of six hundred thousand shillings (600,000.00 S) within five (5) workdays from the transfer of his ownership of the patent applications and transfer of his proof of payment, to the account no. 02.418.424 at the Raiffeisenbank Inneres Salzkammergut, bank code 34545. The costs for the transfer of the patent applications will be paid by the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H.

## Eight

## Collaboration

The Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. as well as Dr. Sarolf Sauer and Christian Klepsch, as partners of the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H., obligate themselves to inform each other completely about all business introductions concerning the use of the patent applications which took place in the past, especially to exchange any existing documents concerning these business introductions. After signing this agreement Dr. Sarolf Sauer and Christian Klepsch and the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H. are entitled and obligated to jointly promote the utilization of the patent applications. This entitlement and obligation of Dr. Sarolf Sauer shall end with his withdrawal as a partner from the Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H.

## Nine

**Concluding provisions**

The agreement is governed by Austrian law.

Venue of jurisdiction is Vienna.

Should any of these provisions prove to be invalid or should the contract prove to contain gaps now or in the future, this shall not affect the validity of the remaining provisions. The invalid provision shall be regarded as having been replaced by a valid provision that most nearly achieves the intended economic purpose; this also applies to any gaps.

The parts of the agreement mutually enable the right to eliminate any number of official copies.

This notarial deed was, after being read aloud, approved by the parties as fulfilling their intent and signed before me, the notary.

St. Gilgen, 10 March 1999.

For Sauer & Klepsch GLAS-CONSTRUCTIONS Gesellschaft m.b.H.

5 signatures

[seal:] Dr. Gernot Rönfeld    Notary public    Salzburg Land    St. Gilgen